

[Exempt From Filing Fee  
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1 LOUIS R. MILLER (State Bar No. 54141)  
smiller@millerbarondess.com  
2 MIRA HASHMALL (State Bar No. 216842)  
mhashmall@millerbarondess.com  
3 EMILY A. SANCHIRICO (State Bar No. 311294)  
esanchirico@millerbarondess.com  
4 MILLER BARONDESS, LLP  
1999 Avenue of the Stars, Suite 1000  
5 Los Angeles, California 90067  
Telephone: (310) 552-4400  
6 Facsimile: (310) 552-8400

7 Attorneys for Petitioner/Plaintiff  
COUNTY OF LOS ANGELES

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

11  
12 COUNTY OF LOS ANGELES,

13 Petitioner/Plaintiff,

14 v.

15 ALEX VILLANUEVA, Sheriff of Los  
Angeles County Sheriff's Department;  
16 CAREN CARL MANDOYAN, an individual;  
LOS ANGELES COUNTY SHERIFF'S  
17 DEPARTMENT; and DOES 1 through 10,  
inclusive,

18 Respondents/Defendants.  
19

CASE NO. 19stcP00630

PETITION FOR WRIT OF MANDATE  
(C.C.P. § 1085)

COMPLAINT FOR DECLARATORY  
AND INJUNCTIVE RELIEF

20  
21 **REDACTED VERSION**

22 **PUBLICLY FILED**  
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Petitioner and Plaintiff the County of Los Angeles ("County" or "Petitioner") petitions this Court for a writ of mandate, as well as declaratory and injunctive relief (the "Petition"), against Respondents and Defendants Los Angeles County Sheriff Alex Villanueva ("Villanueva"); Caren Carl Mandoyan ("Mandoyan"); the Los Angeles County Sheriff's Department ("Department"); and Does 1 through 10, inclusive (collectively, "Respondents") as follows:

**I. INTRODUCTION**

1. Villanueva was elected as Los Angeles County Sheriff and sworn in on December 3, 2018. After Villanueva was sworn in, one of his first actions was to reinstate Mandoyan, who had served as Villanueva's personal driver and as an active volunteer on the Villanueva campaign.

2. Mandoyan, a former Deputy Sheriff, had been discharged from the Department in 2016 after a fellow deputy came forward with serious allegations about Mandoyan's conduct. The charges against him included domestic abuse, physical assault, stalking and harassment.

3. The decision to discharge Mandoyan—like all personnel decisions at the County—was not taken lightly. [REDACTED]

[REDACTED] At the conclusion of the investigation, and after a *Skelly* hearing where Mandoyan had the opportunity to respond to the charges, the Department discharged Mandoyan.

4. Mandoyan appealed his discharge to the Los Angeles County Civil Service Commission (the "Commission"). [REDACTED]

5. [REDACTED]

1 [REDACTED]  
2 [REDACTED]  
3 6. On May 23, 2018, the Commission made Mandoyan's discharge final (the "Final  
4 Commission Action").

5 7. Mandoyan challenged the Final Commission Action in an August 13, 2018 writ  
6 petition, in addition to filing an August 27, 2018 civil complaint against the County.

7 8. After being sworn in, Villanueva disregarded his duty to comply with the Final  
8 Commission Action. Specifically, Villanueva authorized the Department to enter into an  
9 agreement with Mandoyan whereby the Department purported to resolve Mandoyan's civil actions  
10 against the County, rewrite Mandoyan's disciplinary record, void the findings of the IAB and the  
11 Commission, and reinstate Mandoyan to his former position of Deputy Sheriff (the "Settlement  
12 Agreement"). [REDACTED]  
13 [REDACTED]  
14 [REDACTED]

15 9. The County Charter vests the Office of County Counsel and/or the Board of  
16 Supervisors with exclusive authority over civil actions and proceedings involving or concerning  
17 the County and County officers. As a County officer, the Sheriff acts under the authority and  
18 supervision of the Board of Supervisors. As such, Villanueva and the Department were without  
19 authority to enter into the Settlement Agreement with Mandoyan.

20 10. Nor did Villanueva and the Department have authority to reinstate Mandoyan.  
21 Under the County Charter and the Los Angeles County Civil Service Rules, reinstatement after  
22 separation requires approval by the Director of Personnel, and reinstatement within two years of  
23 separation. Moreover, the underlying separation from the County must have been "without fault  
24 or delinquency."

25 11. Mandoyan's reinstatement was not approved by the Director of Personnel, it came  
26 more than two years after his discharge, and the Final Commission Action determined that his  
27 discharge from the County was not "without fault or delinquency." Mandoyan's purported  
28 reinstatement as a Deputy Sheriff is void as a matter of law.

1 12. [REDACTED]

4 13. [REDACTED]

7 14. [REDACTED]

9 [REDACTED] To the County's knowledge, Mandoyan has not  
10 returned any County property and is continuing to hold himself out as a Deputy Sheriff.

11 15. Respondents' actions are exposing the County to significant liability, threatening  
12 public safety, and undermining trust in the Department.

13 16. The Settlement Agreement is void as a matter of law, and Villanueva and the  
14 Department did not have authority to reinstate Mandoyan. Accordingly, the County brings this  
15 action to compel Respondents to act in accordance with the County Charter, County Code, and  
16 Civil Service Commission Rules by recognizing and implementing the Final Commission Action.

17 **II. THE PARTIES**

18 17. Petitioner and Plaintiff County of Los Angeles is a charter county organized under  
19 the laws of the State of California.

20 18. Respondent and Defendant Los Angeles County Sheriff's Department is a law  
21 enforcement agency charged with maintaining peace and order in Los Angeles County.

22 19. Respondent and Defendant Los Angeles County Sheriff Alex Villanueva is the  
23 Sheriff of Los Angeles County.

24 20. Respondent and Defendant Caren Carl Mandoyan is an individual residing in  
25 Los Angeles County.

26 21. The County does not know the true names or capacities of Respondents and  
27 Defendants designated Does 1 through 10, inclusive, and therefore sues said Respondents and  
28 Defendants under fictitious names. The County will amend this Petition and Complaint to show

1 their true names and capacities when ascertained.

2 **III. JURISDICTION AND VENUE**

3 22. This Court has jurisdiction over this action pursuant to California Constitution  
4 Article VI, Section 10; California Code of Civil Procedure section 410.10; and California Code of  
5 Civil Procedure section 1085.

6 23. Venue in this Court is proper under California Code of Civil Procedure section 401  
7 because the conduct complained of herein occurred in the County of Los Angeles and the  
8 Respondents are all located in the County of Los Angeles.

9 24. The County has performed all conditions precedent to filing this action.

10 **IV. FACTUAL ALLEGATIONS**

11 **A. The County Of Los Angeles, County Counsel And The Sheriff**

12 25. The County of Los Angeles is a charter county organized under the laws of the  
13 State of California.

14 26. The California Constitution empowers charter counties to regulate the powers and  
15 duties of the County's officers and governing body.

16 27. In accordance with the California Constitution, the County adopted a County  
17 Charter. The County Charter sets forth the powers and duties of the County's officers and  
18 governing body.

19 28. Article VI, Section 21 of the County Charter states that the County Counsel "shall  
20 have exclusive charge and control of all civil actions and proceedings in which the County or any  
21 officer thereof, is concerned or is a party."

22 29. In light of Section 21, settlement agreements concerning civil actions and  
23 proceedings involving the County or a County officer contain a signature by a County Counsel  
24 lawyer or a counsel operating under County Counsel supervision.

25 30. The Sheriff of Los Angeles is a County officer. As a County officer, the Sheriff  
26 acts under the authority and supervision of the Board of Supervisors.

27 **B. The Civil Service Rules**

28 31. The County has a Civil Service System that the Director of Personnel is tasked with

1 administering in accordance with the County Charter and the Civil Service Rules, and under the  
2 direction of the Board of Supervisors. The Civil Service System governs classified employees in  
3 the County of Los Angeles.

4 32. The Civil Service Rules are prescribed for the purpose of "carrying out the Charter  
5 provisions, of assuring the continuance of the merit system, of promoting efficiency in the  
6 dispatch of public business, and of assuring all employees in the classified service of fair and  
7 impartial treatment at all times subject to Merit System Standards and appeal rights."

8 33. Rule 1.02 states that, in furtherance of that purpose, "the county will exercise its  
9 *exclusive right* to determine the mission of each of its departments, districts, boards and  
10 commissions, and the assignment of work to be performed, transfer and reassignment of  
11 employees, *the right to hire or rehire*, to properly classify employees, to promote or demote  
12 employees, to layout and recall employees, to discipline and discharge employees, *and to*  
13 *determine the methods, means and personnel by which the county's operations are to be*  
14 *conducted*" (emphasis added).

15 34. Under Rule 1.01, the Civil Service Rules have the force and effect of law:  
16 "Pursuant to the California Constitution and the Charter of the County of Los Angeles, the Los  
17 Angeles County board of supervisors does prescribe and adopt these Rules, which shall have the  
18 force and effect of law."

19 35. Rule 17 sets forth the conditions for reinstatement after separation from County  
20 service. Rule 17 states, in pertinent part:

21 After approval by the director of personnel, any person who has been separated from  
22 county service without fault or delinquency may be reinstated by the appointing power  
23 within two years from the date of such separation . . . .

24 36. Accordingly, a former employee can only be reinstated after separation from the  
25 County if the reinstatement has the approval by the Director of Personnel, the reinstatement is  
26 within two years of separation, and the underlying separation from the County was "without fault  
27 or delinquency."  
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1           **C.     The Civil Service Commission**

2           37.     The Commission is a County Charter-mandated body that acts as the appellate  
3 body for major disciplinary actions, discharges, reductions, suspensions in excess of five days, and  
4 discrimination complaints filed by County employees within the Civil Service Commission.

5           38.     Under Sections 31 and 34 of the County Charter, the Commission "shall serve as an  
6 appellate body in accordance with the provisions of Sections 35(4) and 35(6) of this article and as  
7 provided in the Civil Service Rules."

8           39.     In cases of serious discipline, such as discharge, an employee may petition the  
9 Commission for a full evidentiary hearing. If the request for a hearing is granted, the burden of  
10 proof is on the appointing power to prove that the discipline imposed was appropriate.

11          40.     Decisions of the Commission are final determinations. Under Civil Service  
12 Rule 4.14, any party can appeal a final decision of the Commission to the Superior Court within  
13 90 days.

14           **D.     The County Code And The Department Manual**

15          41.     The County also has a County Code of ordinances passed by the Board of  
16 Supervisors.

17          42.     Chapter 5.64 of the County Code governs County badges. Under that Chapter,  
18 "[a]ll official badges shall remain the property of the county of Los Angeles and shall at no time  
19 become the personal property of any individual except as provided for elsewhere in this chapter.  
20 When any person severs his connection with the department or retires it shall be his duty to return  
21 his official badge to his department head."

22          43.     Chapter 5.64 also prohibits the unauthorized possession or use of official badges by  
23 stating that a person "shall not possess any [County] badge after his right to wear such badge has  
24 been terminated." Any person who violates Chapter 5.64 is guilty of a misdemeanor.

25          44.     Chapter 5.72 governs County uniforms. Like badges, all uniforms issued to deputy  
26 sheriffs "shall remain the property of the county."

27          45.     The Department's Manual of Policy and Procedures also addresses the return of  
28 County property when a sworn member is separated from the Department. Section 3-01/040.20 of

1 that Manual requires a separated Deputy Sheriff to:

- 2       ▪ Return County issued weapon and handcuffs to the Logistics Section, Fiscal
- 3       Administration and obtain a receipt; and
- 4       ▪ Return uniform badge, flat badge, cap piece and identification cards to Personnel
- 5       Administration and obtain a receipt.

6       46. Section 3-01/040.40 of the Manual prohibits the misappropriation of County

7 property.

8       **E. The Department Discharges Mandoyan, And The Commission Upholds The**

9       **Discharge**

10       47. Mandoyan worked for the Department as a Deputy Sheriff at the South Los

11 Angeles Station.

12       48. In or around July 2015, a female Deputy Sheriff came forward with serious

13 allegations against Mandoyan. The charges against him included domestic abuse, physical assault,

14 stalking and harassment.

15       49. The Deputy Sheriff filed an application for a temporary restraining order against

16 Mandoyan. In her application, she alleged that Mandoyan had assaulted her by grabbing her neck

17 and holding it, and that he had tried to break into her home twice.

18       50. According to the Deputy Sheriff's allegations, Mandoyan had admitted to using

19 surveillance to listen to her conversations and to watching her leave her home. She further alleged

20 that Mandoyan had sent her harassing text messages. She provided photos and video footage to

21 support her allegations.

22       51. Accordingly, the Department directed the IAB to conduct a formal investigation

23 into Mandoyan's conduct. Mandoyan was relieved of his duties pending the outcome of the

24 investigation.

25       52. [REDACTED]

26 [REDACTED]

27 [REDACTED]

28       53. On or around August 15, 2016, Mandoyan was notified that the Department



1 intended to discharge him. He was offered the opportunity to respond to the Department's notice  
2 of discharge at a *Skelly* hearing.

3 54. On or around September 6, 2016, the Department held a *Skelly* hearing.

4 55. On or around September 14, 2016, the Department notified Mandoyan that it was  
5 formally discharging him.

6 56. Mandoyan appealed his discharge to the Civil Service Commission and requested a  
7 full evidentiary hearing. Mandoyan's request was granted. The Commission appointed a Hearing  
8 Officer to conduct the hearing.

9 57. [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]

14 58. [REDACTED]  
15 [REDACTED]

16 [REDACTED] The Hearing Officer issued findings of fact, conclusions of law, and his recommended  
17 decision.

18 59. [REDACTED]  
19 [REDACTED]

20 60. The Commission overruled Mandoyan's objections and approved the Hearing  
21 Officer's findings. The Commission subsequently adopted the Hearing Officer's recommendation  
22 as its final decision.

23 61. On or around May 23, 2018, the Commission issued the Final Commission Action.  
24 The Commission notified Mandoyan of his right to seek review with the Superior Court.

25 **F. Mandoyan Challenges The Final Commission Action**

26 62. On August 13, 2018, Mandoyan filed a verified writ petition with the Los Angeles  
27 Superior Court (Case No. BS174714) against the County and the Department. Mandoyan asked  
28 the Court to vacate the Final Commission Action, restore his employment, and award him back

1 pay with interest.

2 63. Mandoyan acknowledged in his filing that “the Commission has quasi-judicial  
3 responsibility and its determination with respect to administrative adjudication is final.”

4 64. On August 27, 2018, Mandoyan filed a complaint for damages against the County  
5 with the Los Angeles Superior Court (Case No. BC719337) alleging various claims arising from  
6 his hearing before the Commission.

7 **G. Villanueva Purports To Reinstate Mandoyan**

8 65. While Mandoyan’s actions challenging the Final Commission Action were  
9 pending, he served as Villanueva’s personal driver and as an active volunteer on Villanueva’s  
10 political campaign. On or around December 3, 2018, Villanueva was sworn into office as the  
11 Sheriff of Los Angeles County.

12 66. Soon thereafter, Villanueva unilaterally “settled” Mandoyan’s lawsuits and  
13 reinstated Mandoyan as a Deputy Sheriff, all without the approval of County Counsel, the Board  
14 of Supervisors, or the Director of Personnel. Villanueva stated that he would be reviewing other  
15 disciplinary cases as well, all under the purview of what he referred to as a “truth and  
16 reconciliation” commission.

17 67. Mandoyan’s reinstatement did not comply with Civil Service Rule 17.01: his  
18 reinstatement was not approved by the Director of Personnel, it came more than two years after his  
19 discharge, and his discharge from the County was not “without fault or delinquency.”

20 68. The reinstatement of Mandoyan caused a public outcry. On January 22, 2019,  
21 Villanueva appeared before the Sheriff Civilian Oversight Commission. When the commissioners  
22 raised concerns about the reinstatement of Mandoyan, Villanueva defended Mandoyan and  
23 questioned the credibility of the accuser, including criticizing her for waiting to file a report.

24 Villanueva also allegedly stated that a domestic violence firing must be “related to employment.”

25 69. One week later, on January 29, 2019, Villanueva appeared before the Board of  
26 Supervisors. Supervisors Kathryn Barger and Sheila Kuehl moved the Board of Supervisors to  
27 send a letter to Villanueva expressing the Board’s concerns about the reinstatement of Mandoyan,  
28 and requesting that Villanueva reconsider the reinstatement and/or respond to the Board’s

1 concerns. The motion was passed. Although Villanueva initially stated that Mandoyan would  
2 waive confidentiality so the Board of Supervisors could review his personnel file, he later  
3 rescinded that offer.

4 70. On January 30, 2019, the Board of Supervisors sent a letter, signed by all five  
5 Supervisors, to Villanueva. The letter reminded Villanueva that Mandoyan's discharge "was  
6 based on documented evidence and the grounds for termination were upheld by the Civil Service  
7 Commission." The Supervisors wrote that there were "grave concerns over how this particular  
8 matter has been handled and the message it sends to law enforcement personnel, as well as victims  
9 of domestic violence and the public at large."

10 71. Next, on February 19, 2019, the ACLU of Southern California and other prominent  
11 community groups wrote to Villanueva and expressed their concerns about the reinstatement of  
12 Mandoyan, which they described as "deeply troubling." The ACLU explained that the  
13 reinstatement was particularly problematic in the law enforcement context, because "[l]aw  
14 enforcement who abuse their partners have access to weapons and surveillance tools that make  
15 them particularly dangerous and difficult to escape." The ACLU noted that Mandoyan had  
16 "illustrated this power when he reminded his ex-girlfriend that he had 'eyes and ears  
17 everywhere.'"

18 72. The ACLU letter explained to Villanueva that the International Association of  
19 Chiefs of Police ("IACP") has a zero tolerance policy for law enforcement who commit domestic  
20 violence. The IACP also requires a parallel administrative process and states that "[r]egardless of  
21 the outcome of the criminal case, the department shall uphold all administrative decisions."

22 73. The Los Angeles branch of the National Lawyers Guild, Justice LA and the Youth  
23 Justice Coalition were among the 41 signatories to the February 19, 2019 public letter to  
24 Villanueva.

25 **H. The County Discovers The Settlement Agreement**

26 74. On or around February 5, 2019, the Department of Auditor-Controller received a  
27 request from the Department to pay Mandoyan back pay for the period from September 26, 2016  
28 through December 27, 2018, per the terms of the Settlement Agreement.

1 75. The Department of Auditor-Controller alerted the Office of County Counsel of the  
2 Department's request because the Settlement Agreement did not contain a signature by a County  
3 Counsel lawyer or a counsel operating under County Counsel supervision, which in the normal  
4 course it would. This was how the Office of County Counsel officially learned that Villanueva  
5 had authorized the Department to enter into the Settlement Agreement with Mandoyan.

6 76. The Settlement Agreement purported to void the Final Commission Action and  
7 reinstate Mandoyan as a Deputy Sheriff.

8 77. Among other things, the Settlement Agreement [REDACTED]  
9 [REDACTED]  
10 [REDACTED]

11 78. [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]

15 79. In exchange, Mandoyan purported to waive his rights to administrative and judicial  
16 remedies in connection with the IAB investigation and dismiss the civil actions pending against  
17 the County (Case Nos. BS174714 and BC719337).

18 80. On or around January 17, 2019, the Department and Mandoyan executed an  
19 amendment to the Settlement Agreement [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]

23 81. The Settlement Agreement was not approved by the County Counsel or the Board  
24 of Supervisors and did not contain a signature of a County Counsel lawyer or a counsel operating  
25 under County Counsel supervision.

26 I. The County's Efforts To Enforce The Final Commission Action

27 82. [REDACTED]  
28 [REDACTED]

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86. Notwithstanding the foregoing communications, Respondents continue to refuse to comply with the Final Commission Action. Villanueva has repeatedly refused to recognize Mandoyan's status as a discharged former employee, and has informed the County that he will not reconsider his position.

87. Meanwhile, Mandoyan is still purporting to hold himself out as a Deputy Sheriff. Mandoyan, as a separated employee, is obligated to comply with the return conditions governing County property. To the County's knowledge, he has failed to surrender his weapon and his badge, and all other County property, in violation of the County Code and the Department Manual.

88. Respondents' actions are exposing the County to significant liability, threatening public safety, and undermining trust in the Department.

89. The County brings this action to compel Respondents to act in accordance with the County Charter, County Code and Civil Service Commission Rules by recognizing and implementing the Final Commission Action.

**FIRST CAUSE OF ACTION FOR PETITION FOR WRIT OF MANDATE (C.C.P. § 1085)**

**(Against All Defendants/Respondents)**

90. The County incorporates and alleges the allegations in paragraphs 1 through 89, inclusive, as if fully set forth herein.

91. Villanueva and the Department, and those officers and employees acting by and through their authority, have a clear, present and ministerial duty to act in accordance with the County Charter, County Code and Civil Service Commission Rules by complying with the Final Commission Action.

92. Villanueva and the Department, by refusing to recognize and implement the Final Commission Action, purporting to reinstate Mandoyan, and entering into the *ultra vires* Settlement Agreement with him, are acting contrary to their duties to comply with the County Charter, County Code and Civil Service Commission Rules.

93. Villanueva and the Department are also acting contrary to their duties by refusing to return Mandoyan's County property, including, but not limited to, his weapon, uniform, and badge. Possession of the County property by a separated employee is prohibited by the County Code and the Department's Manual of Policy and Procedures. Villanueva and the Department have refused to collect the weapon and badge from Mandoyan, who continues to hold himself out as a Department employee.

94. Mandoyan has also refused to return the County property. To the County's knowledge, he has failed to comply with his obligations, as a former employee separated from County service, to surrender his weapon and his badge, and all other County property. Mandoyan's actions are in violation of the County Code and the Department's Manual of Policy and Procedures, which separated employees are subject to as it relates to the return of County property. Moreover, holding himself out as a Deputy Sheriff violates the California Penal Code and the California Government Code.

95. The actions of Respondents have caused, and will continue to cause, irreparable harm to the County. Respondents' actions are exposing the County to significant liability, threatening public safety, and undermining trust in the Department.

1           96.     The County has no adequate remedy at law. Absent judicial relief, Villanueva and  
2 the Department will continue to recognize Mandoyan as an employee of the Department, and  
3 Mandoyan will continue to hold himself out as a Deputy Sheriff.

4           97.     The County has performed all conditions precedent to filing this action.

5                   **SECOND CAUSE OF ACTION FOR DECLARATORY RELIEF**

6                               **(Against All Defendants)**

7           98.     The County incorporates and alleges the allegations in paragraphs 1 through 97,  
8 inclusive, as if fully set forth herein.

9           99.     An actual and present controversy has arisen between the County, on the one hand,  
10 and Villanueva, the Department and Mandoyan, on the other, regarding the Settlement Agreement.  
11 The County contends that the Settlement Agreement entered into by Mandoyan and the  
12 Department, and authorized by Villanueva, is null and void. The County Charter vests the Office  
13 of County Counsel and/or the Board of Supervisors with exclusive authority over civil actions and  
14 proceedings involving or concerning the County and County officers.

15           100.    As such, the Department and Villanueva were without authority to enter into a  
16 Settlement Agreement with Mandoyan that purported to resolve Mandoyan's pending actions  
17 against the County, provide for reinstatement of Mandoyan as a Deputy Sheriff in the Department,  
18 and obligate the County to pay substantial back pay.

19           101.    Mandoyan and Villanueva disagree and contend that the Settlement Agreement is  
20 valid and that they had authority to enter into a settlement with the Department.

21           102.    A judicial declaration is therefore necessary and appropriate to determine the  
22 validity of the Settlement Agreement.

23                   **THIRD CAUSE OF ACTION FOR DECLARATORY RELIEF**

24                               **(Against All Defendants)**

25           103.    The County incorporates and alleges the allegations in paragraphs 1 through 102,  
26 inclusive, as if fully set forth herein.

27           104.    An actual and present controversy has arisen between the County, on the one hand,  
28 and Villanueva, the Department, and Mandoyan, on the other, regarding the purported



1 reinstatement of Mandoyan. The County contends that Mandoyan's reinstatement did not comply  
2 with Civil Service Rule 17.01: his reinstatement was not approved by the Director of Personnel, it  
3 came more than two years after his discharge, and his discharge from the County was not "without  
4 fault or delinquency."

5 105. Mandoyan and Villanueva disagree and contend that Villanueva had authority to  
6 reinstate Mandoyan.

7 106. A judicial declaration is therefore necessary and appropriate to determine the effect  
8 of the purported reinstatement of Villanueva.

9 **PRAYER FOR RELIEF**

10 **WHEREFORE**, Plaintiff/Petitioner prays for judgment as follows:

- 11 (1) As to the First Cause of Action, that this Court issue a peremptory writ of mandate,  
12 pursuant to California Code of Civil Procedure section 1085, compelling  
13 Respondents to comply with the County Charter, County Code, and Civil Service  
14 Commission Rules by recognizing and implementing the Final Commission Action  
15 and Mandoyan's discharge; and to direct Mandoyan to return any and all County  
16 property including, but not limited to, his weapon and badge;
- 17 (2) As to the Second Cause of Action, a declaration that the Settlement Agreement  
18 entered into by Respondents and Mandoyan, purporting to reinstate Mandoyan and  
19 rewrite his disciplinary record, is null and void;
- 20 (3) As to the Third Cause of Action, a declaration that Villanueva and the  
21 Department's reinstatement of Mandoyan was unlawful and without effect;
- 22 (4) As to all causes of action, declaratory and/or injunctive relief against  
23 Respondents/Defendants directing them to comply with the County Charter,  
24 County Code, and Civil Service Commission Rules including, without limitation,  
25 returning all County property and making the County whole, and confirming that  
26 the County Counsel and/or the Board of Supervisors have exclusive authority over  
27 civil actions and proceedings involving or concerning the County or a County  
28 officer;



- (5) For costs of suit, including attorneys' fees; and  
(6) For such other and further relief as is just and proper.

DATED: March 3, 2019

MILLER BARONDESS, LLP

By: \_\_\_\_\_

LOUIS R. MILLER  
Attorneys for Petitioner/Plaintiff  
COUNTY OF LOS ANGELES